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ELLSWORTH C. ALVORD (1964)

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OF COUNSEL  
URBAN A. LESTER

RECORDED NO. 18417-2  
NOV 17 1993 - 1 10 PM

INTERSTATE COMMERCE COMMISSION

November 17, 1993

Mr. Sidney L. Strickland, Jr.  
Secretary  
Interstate Commerce Commission  
Washington, D.C. 20423

RECEIVED  
NOV 17 1 33 PM '93  
LICENSING BRANCH

Dear Strickland:

Enclosed pursuant to the provisions of 49 U.S.C. Section 11303(a) are two (2) duly executed copies of a Lease Supplement No. 2, dated as of October 25, 1993, a secondary document as defined in the Commission's Rules for the Recordation of Documents under 49 C.F.R. Section 1177.

The enclosed document relates to the Amoco Chemical Trust 1993-A Equipment Lease filed with the Commission on September 30, 1993 under Recordation Number 18417.

The names and addresses of the parties to the enclosed document are:

Trustee/Lessor: Shawmut Bank Connecticut,  
National Association  
777 Main Street  
Hartford, Connecticut 06115

Lessee: Amoco Chemical Company  
200 East Randolph Drive  
Chicago, Illinois 60601

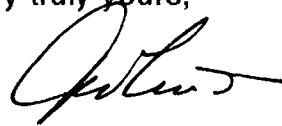
A description of the railroad equipment covered by the enclosed document is attached as Annex I to Lease Supplement No. 1 previously filed herein.

Mr. Sidney L. Strickland, Jr.  
November 17, 1993  
Page 2

Also enclosed is a check in the amount of \$18.00 payable to the order of the Interstate Commerce Commission covering the required recordation fee.

Kindly return one stamped copy of the enclosed document to the undersigned.

Very truly yours,

A handwritten signature in black ink, appearing to read 'R. Alvord', with a stylized flourish at the end.

Robert W. Alvord

RWA/bg  
Enclosures

18417-12  
FILED 18417-12

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INTERSTATE COMMERCE COMMISSION

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AMOCO CHEMICAL TRUST 1993-A  
LEASE SUPPLEMENT NO. 2

between

AMOCO CHEMICAL COMPANY,  
as Lessee,

and

SHAWMUT BANK CONNECTICUT,  
NATIONAL ASSOCIATION  
not in its individual capacity  
but solely as Trustee for  
the Owner,  
as Trustee

Dated as of October 25, 1993

Certain rights and interests of the Trustee under this Lease Supplement and the Lease to which it relates are subject to a security interest in favor of LaSalle National Bank, as Indenture Trustee for the Lenders. The "original" counterpart of this Lease Supplement bears the signature thereon of said Indenture Trustee.

(AMOCO CHEMICAL TRUST 1993-A)

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92-00708-7

AMOCO CHEMICAL TRUST 1993-A

LEASE SUPPLEMENT NO. 2

LEASE SUPPLEMENT NO. 2, dated as of October 25, 1993 (this "Supplement"), between AMOCO CHEMICAL COMPANY, a Delaware corporation (the "Lessee"), and SHAWMUT BANK CONNECTICUT, NATIONAL ASSOCIATION, acting not in its individual capacity but solely as Trustee ("Trustee") under a Trust Agreement 1993-A which creates a trust referred to as Amoco Chemical Trust 1993-A, dated as of September 30, 1993, with BANC ONE EQUIPMENT FINANCE, INC., an Indiana corporation ("Owner").

W I T N E S S E T H:

WHEREAS, the Trustee and the Lessee heretofore have entered into that certain Equipment Lease 1993-A, dated as of September 30, 1993 filed with the Interstate Commerce Commission pursuant to 49 U.S.C. § 11303 on September 30, 1993 at 8:45 a.m., Recordation Number 18417, and deposited with the Registrar General of Canada pursuant to Section 90 of the Railway Act of Canada on September 30, 1993 (herein, together with any amendments and supplements heretofore made thereto, the "Lease");

WHEREAS, the parties desire to amend the Lease as set forth herein;

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the Trustee and the Lessee agree as follows:

1. Amendment of Lease. The Lease is hereby amended by deleting Schedule II attached thereto and replacing it with Schedule II attached hereto.

2. Miscellaneous. The Lease, as amended hereby, shall remain in full force and effect. Any and all notices, requests, certificates and other instruments executed and delivered after the execution and delivery of this Supplement may refer to the Lease without making specific reference hereto, but nevertheless all such references shall be deemed to include this Supplement unless the context thereof shall otherwise require.

This Supplement shall be construed in connection with and as a part of the Lease, and all terms, conditions and covenants contained therein, as herein modified, shall be and remain in full force and effect.

This Supplement may be executed in several counterparts,  
such counterparts together constituting but one and the same  
agreement.

\* \* \* \* \*

IN WITNESS WHEREOF, each of the parties hereto, pursuant to due corporate authority, has caused this instrument to be duly executed in its corporate name by its officers thereunto duly authorized, all as of the date first above written.

LESSEE:

AMOCO CHEMICAL COMPANY

By: [Signature]  
Name: S. F. Gates  
Title: Vice President

CORPORATE SEAL:

ATTEST:

By: [Signature]  
Name: J. A. Stover  
Title: Assistant Secretary

TRUSTEE:

SHAWMUT BANK CONNECTICUT,  
NATIONAL ASSOCIATION,  
not in its individual capacity,  
but solely as Trustee

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

CORPORATE SEAL:

ATTEST:

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

IN WITNESS WHEREOF, each of the parties hereto, pursuant to due corporate authority, has caused this instrument to be duly executed in its corporate name by its officers thereunto duly authorized, all as of the date first above written.

LESSEE:

AMOCO CHEMICAL COMPANY

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_


CORPORATE SEAL:

ATTEST:

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

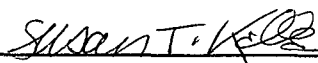
TRUSTEE:

SHAWMUT BANK CONNECTICUT,  
NATIONAL ASSOCIATION,  
not in its individual capacity,  
but solely as Trustee

By:  \_\_\_\_\_  
Name: ALAN B. COFFEY  
Title: ASSISTANT VICE PRESIDENT

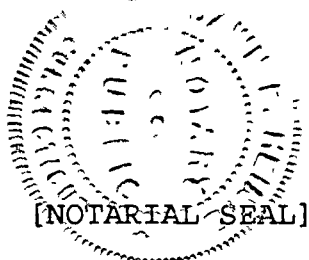
CORPORATE SEAL:

ATTEST:

By:  \_\_\_\_\_  
Name: SUSAN T. KELLER  
Title: Vice President

STATE OF CONNECTICUT )  
 ) SS  
COUNTY OF HARTFORD )

On this 31st of October, 1993, before me personally appeared ALAN B. COFFEY and SUSAN T. KELLER, to me personally known, who being by me duly sworn, say that they are ASSISTANT VICE PRESIDENT and Vice President, respectively of SHAWMUT BANK CONNECTICUT, NATIONAL ASSOCIATION, that said instrument was signed and sealed on behalf of said corporation on such day by authority of its Board of Directors, and they acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.



Dawn P. Heintz  
Notary Public

**DAWN P. HEINTZ**  
**NOTARY PUBLIC**  
MY COMMISSION EXPIRES MAY 31, 1997

My commission expires: \_\_\_\_\_

STATE OF ILLINOIS )  
 ) SS  
COUNTY OF COOK )

On this \_\_\_\_ day of October, 1993, before me personally appeared \_\_\_\_\_ and \_\_\_\_\_, to me personally known, who being by me duly sworn, say that they are \_\_\_\_\_ and \_\_\_\_\_, respectively, of AMOCO CHEMICAL COMPANY, that said instrument was signed and sealed on behalf of said corporation on such day by authority of its Board of Directors, and they acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

\_\_\_\_\_  
Notary Public

[NOTARIAL SEAL]

My commission expires: \_\_\_\_\_



STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ ) SS

On this \_\_\_\_ of October, 1993, before me personally appeared \_\_\_\_\_ and \_\_\_\_\_, to me personally known, who being by me duly sworn, say that they are \_\_\_\_\_ and \_\_\_\_\_, respectively of SHAWMUT BANK CONNECTICUT, NATIONAL ASSOCIATION), that said instrument was signed and sealed on behalf of said corporation on such day by authority of its Board of Directors, and they acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

\_\_\_\_\_  
Notary Public

[NOTARIAL SEAL]

My commission expires: \_\_\_\_\_

STATE OF ILLINOIS )  
COUNTY OF COOK ) SS

On this 31st day of October, 1993, before me personally appeared S. L. Gates and J. R. Stover, to me personally known, who being by me duly sworn, say that they are Vice President and Assistant Secretary, respectively, of AMOCO CHEMICAL COMPANY, that said instrument was signed and sealed on behalf of said corporation on such day by authority of its Board of Directors, and they acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

"OFFICIAL SEAL"  
Debra J. Robinson  
Notary Public, State of Illinois  
[NOTARIAL SEAL]  
My Commission Expires 10/21/94  
My commission expires: \_\_\_\_\_

Debra J. Robinson  
Notary Public

10/21/94

**SCHEDULE II**  
**(to Equipment Lease)**

**Periodic Rentals - Group A**

The Purchase Price used to calculate the dollar equivalents of the Basic Rental is \$7,890,800.84; (%EC) means the Percentage of Purchase Price; provided that the Periodic Rental due on any due date with respect to the Group A Units shall be an amount equal to the percentage set forth opposite such date multiplied by the aggregate Purchase Price of the Group A Units then subject to the Lease.

Date	Arrears	Advance	Total	(% EC) Arrears	(% EC) Advance	(% EC) Total
3/29/1994	.00	.00	.00	.0000000	.0000000	.0000000
9/29/1994	.00	.00	.00	.0000000	.0000000	.0000000
3/29/1995	563952.79	.00	563952.79	7.1469652	.0000000	7.1469652
9/29/1995	.00	.00	.00	.0000000	.0000000	.0000000
3/29/1996	563952.78	.00	563952.78	7.1469651	.0000000	7.1469651
9/29/1996	.00	.00	.00	.0000000	.0000000	.0000000
3/29/1997	563952.78	.00	563952.78	7.1469651	.0000000	7.1469651
9/29/1997	.00	.00	.00	.0000000	.0000000	.0000000
3/29/1998	563952.78	.00	563952.78	7.1469651	.0000000	7.1469651
9/29/1998	.00	.00	.00	.0000000	.0000000	.0000000
3/29/1999	563952.78	.00	563952.78	7.1469651	.0000000	7.1469651
9/29/1999	162193.68	.00	162193.68	2.0554781	.0000000	2.0554781
3/29/2000	401759.11	.00	401759.11	5.0914871	.0000000	5.0914871
9/29/2000	154731.22	.00	154731.22	1.9609064	.0000000	1.9609064
3/29/2001	409221.57	.00	409221.57	5.1860588	.0000000	5.1860588
9/29/2001	146803.84	.00	146803.84	1.8604428	.0000000	1.8604428
3/29/2002	417148.95	.00	417148.95	5.2865223	.0000000	5.2865223
9/29/2002	140059.85	.00	140059.85	1.7749764	.0000000	1.7749764
3/29/2003	423892.93	.00	423892.93	5.3719887	.0000000	5.3719887
9/29/2003	133804.08	.00	133804.08	1.6956971	.0000000	1.6956971
3/29/2004	430148.71	.00	430148.71	5.4512681	.0000000	5.4512681
9/29/2004	128387.47	.00	128387.47	1.6270525	.0000000	1.6270525
3/29/2005	560887.80	.00	560887.80	7.1081226	.0000000	7.1081226
9/29/2005	.00	689275.28	689275.28	.0000000	8.7351752	8.7351752
3/29/2006	.00	185338.29	185338.29	.0000000	2.3487894	2.3487894
9/29/2006	.00	503936.98	503936.98	.0000000	6.3863857	6.3863857
3/29/2007	.00	96385.90	96385.90	.0000000	1.2214971	1.2214971
9/29/2007	.00	592889.38	592889.38	.0000000	7.5136782	7.5136782
3/29/2008	.00	80919.82	80919.82	.0000000	1.0254957	1.0254957
9/29/2008	.00	608355.46	608355.46	.0000000	7.7096796	7.7096796
3/29/2009	.00	642799.42	642799.42	.0000000	8.1461874	8.1461874
9/29/2009	.00	46475.86	46475.86	.0000000	.5889879	.5889879
3/29/2010	.00	661972.12	661972.12	.0000000	8.3891627	8.3891627
9/29/2010	.00	27303.16	27303.16	.0000000	.3460125	.3460125
3/29/2011	.00	682377.70	682377.70	.0000000	8.6477623	8.6477623
9/29/2011	.00	6897.58	6897.58	.0000000	.0874129	.0874129
3/29/2012	.00	228328.84	228328.84	.0000000	2.8936079	2.8936079
9/29/2012	.00	460946.45	460946.45	.0000000	5.8415674	5.8415674
3/29/2013	.00	.00	.00	.0000000	.0000000	.0000000
9/29/2013	.00	689275.28	689275.28	.0000000	8.7351752	8.7351752
*****						
Total	6328803.12	6203477.52	12532280.64	80.2048265	78.6165770	158.8214034

# Periodic Rentals - Group B

The Purchase Price used to calculate the dollar equivalents of the Basic Rental is \$859,222.26; (%EC) means the Percentage of Purchase Price; provided that the Periodic Rental due on any due date with respect to the Group B Units shall be an amount equal to the percentage set forth opposite such date multiplied by the aggregate Purchase Price of the Group B Units then subject to the Lease.

Date	Arrears	Advance	Total	(% EC) Arrears	(% EC) Advance	(% EC) Total
12/28/1993	.00	.00	.00	.000000	.000000	.000000
6/28/1994	.00	.00	.00	.000000	.000000	.000000
12/28/1994	62448.86	.00	62448.86	7.268068	.000000	7.268068
6/28/1995	.00	.00	.00	.000000	.000000	.000000
12/28/1995	62448.86	.00	62448.86	7.268068	.000000	7.268068
6/28/1996	.00	.00	.00	.000000	.000000	.000000
12/28/1996	62448.86	.00	62448.86	7.268068	.000000	7.268068
6/28/1997	.00	.00	.00	.000000	.000000	.000000
12/28/1997	62448.86	.00	62448.86	7.268068	.000000	7.268068
6/28/1998	.00	.00	.00	.000000	.000000	.000000
12/28/1998	62448.86	.00	62448.86	7.268068	.000000	7.268068
6/28/1999	.00	17563.93	17563.93	.000000	2.044166	2.044166
12/28/1999	44884.92	.00	44884.92	5.223901	.000000	5.223901
6/28/2000	.00	16712.88	16712.88	.000000	1.945117	1.945117
12/28/2000	45735.97	.00	45735.97	5.322950	.000000	5.322950
6/28/2001	15808.81	.00	15808.81	1.839898	.000000	1.839898
12/28/2001	46640.04	.00	46640.04	5.428169	.000000	5.428169
6/28/2002	.00	21307.14	21307.14	.000000	2.479817	2.479817
12/28/2002	41141.72	.00	41141.72	4.788251	.000000	4.788251
6/28/2003	.00	21644.30	21644.30	.000000	2.519057	2.519057
12/28/2003	44273.85	.00	44273.85	5.152782	.000000	5.152782
6/28/2004	.00	23339.69	23339.69	.000000	2.716374	2.716374
12/28/2004	52986.35	.00	52986.35	6.166780	.000000	6.166780
6/28/2005	.00	22884.17	22884.17	.000000	2.663359	2.663359
12/28/2005	53441.86	.00	53441.86	6.219795	.000000	6.219795
6/28/2006	.00	11474.86	11474.86	.000000	1.335494	1.335494
12/28/2006	64851.16	.00	64851.16	7.547658	.000000	7.547658
6/28/2007	.00	9812.19	9812.19	.000000	1.141985	1.141985
12/28/2007	66513.84	.00	66513.84	7.741168	.000000	7.741168
6/28/2008	.00	8045.94	8045.94	.000000	.936421	.936421
12/28/2008	68280.10	.00	68280.10	7.946733	.000000	7.946733
6/28/2009	.00	72213.66	72213.66	.000000	8.404538	8.404538
12/28/2009	4112.37	.00	4112.37	.478615	.000000	.478615
6/28/2010	.00	74403.22	74403.22	.000000	8.659368	8.659368
12/28/2010	1922.81	.00	1922.81	.223785	.000000	.223785
6/28/2011	.00	63650.31	63650.31	.000000	7.407898	7.407898
12/28/2011	12675.70	.00	12675.70	1.475253	.000000	1.475253
6/28/2012	.00	.00	.00	.000000	.000000	.000000
12/28/2012	76326.04	.00	76326.04	8.883154	.000000	8.883154
6/28/2013	38163.02	.00	38163.02	4.441577	.000000	4.441577
*****						
Total	990002.86	363052.29	1353055.15	115.220811	42.253594	157.474405